



# **Appendices**



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# APPENDIX A: MARKING AND CROP TREE SELECTION GUIDELINES

The information in this Appendix was taken from the Wisconsin DNR *Silviculture and Forest Aesthetics Handbook*, 2431.5. A system for evaluating risk and vigor primarily for timber management considerations is described, as well as crop tree selection criteria for a number of forest management objectives.

Readers should refer to the *Silviculture and Forest Aesthetics Handbook* for additional marking criteria relative to wildlife, aesthetics, and water quality.

## Marking Priority Guide

**Risk** refers to the mechanical stability of the tree. It is the estimate of chance or degree of probable loss within the next cutting cycle.

**Vigor** is the measure of growth potential of an individual tree. It describes the tree, and its ability to grow at a rapid rate and increase in net volume.

To properly apply these marking guides, classify the tree first by risk, and then by vigor using the “Tree Risk and Vigor Grading Rules” charts found on this page and on page 265. The next step is to determine how the tree

## MARKING PRIORITY GUIDE

RISK	VIGOR		
	1	2	3
1	10th	9th	6th
2	8th	7th	5th
3	3rd	2nd	1st
Cull	-	4th	-

ranks in terms of cutting priority by referring to the “Marking Priority Guide” found above.

A tree classified as Risk 2 and Vigor 3 would be ranked fifth in marking priority. A Risk 3/Vigor 3 tree would receive the highest marking priority whereas a Risk 1/Vigor 1 tree would receive the lowest marking priority. Risk 3 trees receive a higher priority than cull trees because of the potential for higher value loss.

Frequent initial reference to this tree classification system will quickly establish familiarity with the system, and proper marking habits.

## TREE RISK GRADING RULES

TREE RISK QUALIFICATIONS	GOOD GROWING STOCK (Risk 1)	FAIR GROWING STOCK (Risk 2)	POOR GROWING STOCK (Risk 3)	CULL (Risk 4)
Risk of mortality after moderate partial cuts	Good mechanical stability; roots firm; lower and upper bole sound; all large, high crotches strong; no windfall or main stem breakage anticipated.	Average mechanical stability; roots firm; moderate rot in lower trunk has no effect on risk of loss; large, high crotches strong; loss of tree not likely within 10 years.	Poor mechanical stability; roots sprung; large, high, weak crotches; weak, butter-churn butts; excessive dieback; epidemic disease or insect damage; loss of tree likely within five to 10 years.	Cull

### TREE VIGOR GRADING RULES

TREE VIGOR QUALIFICATIONS	Vigor 1	Vigor 2	Vigor 3	Vigor 4
<b>Crown Class</b>	Head dominant; dominant; co-dominant.	Dominant; co-dominant; intermediate; free to grow if overtopped.	Suppressed (Suppressed not free to grow are always Vigor 3).	Cull
<b>Crown Size</b>	In hardwoods, a full crown concentrically.  In conifers, a good crown:length ratio.	In hardwoods, a full crown concentrically.  In conifers, a fair to good crown:length ratio.	In hardwoods, a crown less than half full concentrically.  In conifers, a poor crown:length ratio.	Cull
<b>Crown Density and Leaf Condition</b>	Good silhouette; healthy leaf; occasional dead branch in outer crown; permits natural pruning.	Fair silhouette; fair leaf condition; some dead branches in outer crown; large branch stubs on upper bole.	Poor silhouette; leaves small, yellowing; considerable dieback and many branch stubs on upper and middle bole.	Cull
<b>Bole Length and Form</b>	Useable length commensurate with site; DBH:length ratio good; no usable length stoppers.	Useable length fairly commensurate with site; DBH:length ratio fair; usable length stopper on upper bole.	Useable length far short of the average for the site; DBH:length ratio poor; trees permanently sub-merchantable in length are always Vigor 3 or worse.	Cull
<b>Rot and Decay</b>	Cull loss never exceeds 10%; slight crook or sweep will cut out.	Cull loss never exceeds 20%; moderate crook or sweep will not cut out.	Cull loss never exceeds 60%; heavy crook or sweep will not cut out.	Cull

### TIMBER CROP TREE SELECTION CRITERIA

- Dominant/codominant trees (at least 25 feet tall)
  - Healthy crown; large in relation to DBH.
  - No dead branches in upper crown.
  - Either low-origin stump sprouts (less than six inches at groundline) or seedling-origin stems are acceptable.
  - U-shaped connections are acceptable; avoid V-shaped connections.
- High quality trees
  - Butt-log potential of Grade 1 or 2.
  - No epicormic branches (living or dead) on butt-log.
  - No high risk trees (leaners, splitting forks, etc.).
- High value commercial species.
- Expected longevity of 20 plus years.
- Species well-adapted to the site.

### WILDLIFE CROP TREE SELECTION CRITERIA

#### MAST-PRODUCING SPECIES

- Dominant/codominant trees
  - Healthy crown; large in relation to DBH.
  - A few dead, upper-crown branches are acceptable.
  - Stump-sprout or seedling-origin stems are acceptable.
- Hard-mast producers preferred over soft-mast producers; strive for species variety.
- Expected longevity of 20 plus years.
- Cavities and large, broken branches are acceptable.

#### CAVITY TREES\*

- Trees of any species, size class, and crown position are acceptable.
- Dead, upper-crown branches and cavities in the main bole are acceptable.
- Expected longevity of tree is not important.

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\* If a cavity tree is also a mast producer, release it. Otherwise, it need not be released.

### AESTHETIC CROP TREE SELECTION CRITERIA

- Species that produce attractive flowers or colorful foliage.
  - Healthy crowns; large relative to DBH.
  - Few dead, upper-crown branches are acceptable.
  - Stump-sprout or seedling-origin stems are acceptable.
  - Understory trees acceptable if release is not high risk.
- Visible from travelways and adjacent to streams, when opportunity exists.
- In many cases, expected longevity of 20 plus years.
- Unique trees (old pasture trees with spreading branches, unusually shaped trees, trees with attractive bark characteristics, etc.).

### WATER QUALITY CROP TREE SELECTION CRITERIA

- Dominant/codominant trees
  - Healthy crown; large in relation to DBH.
  - A few dead, upper-crown branches are acceptable.
  - Stump-sprout or seedling-origin stems are acceptable.
- Expected longevity of 20 plus years.
- Species that are good nutrient accumulators.
  - Young trees
  - Deciduous trees
- Trees tolerant to flooding.



## APPENDIX B: SAMPLE TIMBER SALE CONTRACT<sup>1</sup>

This Contract is entered into, by and between \_\_\_\_\_ (Seller), and \_\_\_\_\_ (Purchaser). Contact information is listed in par. 43 of this agreement.

The Seller hereby authorizes the Purchaser to enter upon the following described lands (the Premises) for purposes of cutting and removing timber marked or otherwise designated by the Seller:

County: \_\_\_\_\_ Town Name: \_\_\_\_\_

Town: \_\_\_\_\_ N; Range \_\_\_\_\_ ; Section \_\_\_\_\_ ; Legal Description(s): \_\_\_\_\_

Town: \_\_\_\_\_ N; Range \_\_\_\_\_ ; Section \_\_\_\_\_ ; Legal Description(s): \_\_\_\_\_

Those Premises are further described on the map(s) or diagram(s) attached to and made a part of this Contract.

FOR AND IN CONSIDERATION of the following terms and conditions, the Seller and Purchaser mutually agree:

### Contract Performance, Period, Extensions, and Termination

#### 1. PERFORMANCE

- a. Commencement. Cutting and removal of timber in conformance with this Contract may commence and continue only after the signing of this Contract by both parties, and only after submission and maintenance of all bonds, certificates or statements required under it.
- b. Contract Oversight. Cutting and removal of timber purchased under this Contract shall be conducted in conformance with this Contract, and in a good and workman-like manner with reasonable diligence to assure completion of all performance within the Contract period specified in par. 2. The Purchaser shall notify the Seller or the Seller's Agent 36 to 48 hours prior to commencing harvest of the timber designated herein, and upon completion of the cutting. In the event that the harvest is temporarily discontinued for more than one week, the Purchaser agrees to notify the Seller or the Seller's Agent \_\_\_\_\_ (Agent's Name) both upon discontinuance and resumption of harvest. Notification under this paragraph may be made by telephone to \_\_\_\_\_ (Phone Number). The Seller or the Seller's Agent may require an on-site meeting before commencement of harvesting.

#### 2. CONTRACT PERIOD

- a. All work under this Contract shall be completed between the signing of the Contract by both Parties and by \_\_\_\_\_ (Contract ending date), FOR TIME IS OF THE ESSENCE. Contract amendments or extensions may not be relied upon by the Purchaser for the purpose of completing performance under this Contract.
- b. The Seller may temporarily suspend operations under this Contract due to excessive property damage, wet conditions, or at other reasonable<sup>2</sup> times upon notice to the Purchaser or other persons operating on the sale area under this Contract with subsequent equitable adjustment of this Contract as mutually agreed upon by the parties.

#### 3. CONTRACT EXTENSIONS

If extensions of this Contract are deemed reasonable by the Seller, the stumpage price agreed upon herein shall be adjusted as follows:

- a. First six-month extension: 0% increase
- b. Second six-month extension: 5% increase
- c. Additional six-month extensions: 10% increase
- d. Other applicable charges or fees: \_\_\_\_\_

<sup>1</sup> Where options are listed with "OR," strike the option(s) that do(es) not apply.

<sup>2</sup> "Reasonable" in this Contract is defined as fair, proper, just, moderate, and suitable under the circumstances, not arbitrary or capricious.

**4. TERMINATION**

The Seller may terminate this Contract by oral or written notice to the Purchaser upon its breach. Upon such notice, the Purchaser shall cease all operations on and immediately leave, and not return to, the Seller's property unless otherwise provided by the Seller.

Downpayment, Bond, Remedies, and Damages

**5. DOWNPAYMENT**

The Purchaser has given the Seller a down payment in the form of cash, a certified check, or other form acceptable to the Seller in the amount of \$\_\_\_\_\_ (if none, enter "zero") to commit to completion of the timber sale in a timely manner as specified in the Contract.

**6. BOND**

The Purchaser has deposited cash, a surety bond, a certified check, or other form acceptable to the Seller in the amount of \$\_\_\_\_\_ (if none, enter "zero") as a performance bond to assure proper performance. The performance bond is to be held by the Seller until the Purchaser has completed or complied with all Contract conditions. Upon breach of any condition of this Contract, the performance bond shall be applied to actual damages incurred by the Seller. The performance bond (or any balance after damages are deducted) shall be returned to the Purchaser within 60 days of the completion of the harvest consistent with the Contract, if the Purchaser notifies the Seller in writing that the harvest is finished.

**7. REMEDIES**

If timber or other forest products not specifically described in this Contract or designated by the Seller for cutting are cut, unreasonably damaged, or removed by the Purchaser, the Seller may pursue any and all remedies for the unlawful use of the Seller's property and the cutting, unreasonable damage, or removal of property without consent, including the seeking of criminal or civil charges for theft, timber theft, or criminal damage to property, in addition to any Contract remedies for breach.

**8. DAMAGES**

The damages to be paid to the Seller upon the Purchaser's failure to perform this Contract include, but are not limited to:

- a. The difference between the Purchaser's bid value of timber not cut and removed under this Contract, and the value returned to the Purchaser. The Seller agrees to mitigate the damages for breach by offering the timber for resale within 12 months if the Seller determines the timber is salable based upon its volume or quality.
- b. Triple average stumpage rate established in NR 46.30, Wisconsin Administrative Rules, for timber cut, removed or unreasonably damaged without authorization under or in violation of this Contract. The Seller's decision to assess triple damages as provided here, and to allow the Purchaser to continue performance under this Contract shall not be construed as a waiver of other Contract performance requirements.
- c. All costs of sale area clean-up or completion of performance not completed by the Purchaser.
- d. All costs of resale of timber not cut and removed as required under this Contract.
- e. The Purchaser agrees if the timber identified in this Contract for cutting is to be resold due to a breach of this Contract, the Seller is not obligated to give oral or written notice to the Purchaser of the resale.
- f. Additional damage provisions:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Products To Be Removed

- 9. NO FOREST PRODUCTS MAY BE REMOVED FROM THE PREMISES** until the Purchaser pays for the products or guarantees payment for the products to the satisfaction of the Seller.
- 10. TITLE TO STUMPAGE AND ANY FOREST PRODUCTS CUT UNDER THIS CONTRACT** shall remain with the Seller until payment is received. Title to stumpage and cut products that are not cut and removed before the end of the Contract period, even though paid for, shall revert to the Seller, and the Seller shall be under no obligation to return payments to the Purchaser.
- 11. DURING THE PERIOD OF THIS CONTRACT**, the Purchaser is authorized and shall cut, remove and pay for the timber or forest products marked or designated as follows: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

## Sale Type, Scaling, Hauling, and Payments

**12. SALE TYPE<sup>3</sup>** (select one of the following three choices and strike the others).

- **LUMP SUM SALE:** The Purchaser agrees to pay Seller an amount of \$\_\_\_\_\_, to be paid in full prior to the commencement of timber cutting, based on the volume estimates and unit values in par. 14 Timber Products Table. The Seller is not obligated to return the payment or any portion of it in the event the Purchaser fails to remove all timber or forest products authorized for removal.
- OR-**
- **SCALED PRODUCTS SALE, FLAT RATE METHOD:** The payment as established by the price per unit in par. 14 shall be based on sawtimber, cordwood, or piece product volume as measured by product dimensions. The price paid per board feet, cord or piece is a flat rate regardless of the quality, final destination or use of the cut product. Hardwood less than 10.6 inches in diameter at the small end of the log, inside the bark (d.i.b.), shall be measured as cordwood and 10.6 inches or greater d.i.b. as sawtimber. For conifers, the division between cordwood and sawtimber is 9.6 inches d.i.b. Sawtimber with 50% or more cull shall be measured as cordwood. The volume shall be measured by \_\_\_\_\_ (Name), an agent of the Seller/Purchaser/primary processing facility (the Mill or its agent) to whom the Purchaser delivers the product and to whom the cut product is sold (strike the choices that do not apply).
- OR-**
- **SCALED PRODUCTS SALE, GRADED PRODUCT METHOD:** The payment as established by the price per unit in par. 14 shall be based on the volume of graded products including fuel wood, pulpwood, sawbolts, sawtimber by grade, veneer by grade, and piece products (such as posts and utility poles) by grade. In addition to product dimension, the price paid depends upon the quality or intended use of the cut product or type of processing facility the cut product is destined.<sup>4</sup> The volume and grade shall be determined by \_\_\_\_\_ (Name), an agent of the Seller/Purchaser/primary processing facility (the Mill or its agent) to whom the Purchaser delivers the product and to whom the cut product is sold (strike the choices that do not apply).

<sup>3</sup> Lump sum and scaled products-flat rate methods are the most commonly accepted sale types. Landowners may have difficulty in finding purchasers willing to enter into graded product method sales, which are more difficult to administer.

<sup>4</sup> For example, cordwood delivered to a paper mill would be paid for as pulpwood. Cordwood delivered to a sawmill would be paid for as sawbolts or sawlogs.



**13. HAULING PROCEDURE<sup>5</sup> AND PAYMENT SCHEDULE FOR SCALED SALES.** (Select one of the following two choices and strike the other.)

- ➔ ON-SITE SCALE: No products may be hauled from the Seller’s property until scaled and paid for or payment has been arranged to the Seller’s satisfaction in writing. Removing products otherwise shall be a violation of this Contract and considered theft.
- OR-**
- ➔ MILL SCALE: The Purchaser shall keep a record of each load removed and its destination. Addresses of the Mills where wood products are to be delivered shall be given to the Seller before cutting begins. The Purchaser shall provide Mills with the Seller’s name and address for each load and request Mills to provide copies of the mill scale slips to the Seller within \_\_\_\_\_ days of receipt of the wood products. Failure to keep a record of any load and its destination shall be a violation of this Contract and considered theft. Payments shall be made according to the following schedule (pick one of the following three choices and strike the others):
- ➔ The Purchaser shall pay the Seller for the products delivered to the Mill, as measured on the mill scale slip, within \_\_\_\_\_ days of delivery. The Purchaser shall include copies of the mill scale slips with payments.
- OR-**
- ➔ Payment to the Seller shall be made in advance of hauling, with the value of the measured volume on the mill scale slips deducted from the Purchasers stumpage payment balance. The Seller agrees that advance stumpage payments shall not be used for any purpose other than the stumpage account, and that any excess payments will be returned to the Purchaser within 60 days after the last load is hauled from the Seller’s property.
- OR-**
- ➔ The Mill shall make payments for delivered products directly to the Seller within \_\_\_\_\_ days of delivery by the Purchaser. Copies of the mill scale slips shall be included with payments to the Seller.

**14. TIMBER PRODUCTS TABLE.** The Purchaser agrees to pay the Seller the unit price for the volume of product by species that is harvested. In the case of lump sum sales, the unit prices shall be used for sale add-ons or calculation of damages.

Species to be Harvested	Product (Sawtimber, Cordwood, Posts, Poles, etc.)	Estimated Volume	Price per Unit (MBF <sup>6</sup> , Cord, Piece, etc.)	Total Value of Estimated Volume
			Total Estimated Value:	

**15. SAWTIMBER VOLUMES SHALL BE DETERMINED** by the Scribner Decimal C System (required for land enrolled under the Managed Forest Law or Forest Crop Law programs in Wisconsin).

<sup>5</sup> Information about an additional “Ticket System” for log hauling is also available from DNR, but is seldom used on private lands.  
<sup>6</sup> “MBF” means “thousand board feet.”

**16. CORD MEANS 128 CUBIC FEET OF WOOD<sup>7</sup>, AIR AND BARK ASSUMING CAREFUL PILING.** Peeled cordwood and chips shall be converted to standard cords using the Wisconsin DNR conversion specifications published in Chapter NR 46.30 (1) c and e, Wisconsin Administrative Code.

**17. THE VOLUMES OF TIMBER INDICATED IN THIS CONTRACT** or other appraisal or cruise documents of the Seller are estimates. The Seller gives no warranty or guarantee respecting the quantity, quality or volume of marked or otherwise designated timber or forest products on the sale area.

### Utilization and Operations

**18. STUMP HEIGHT; TOPS.** Tree stumps shall be cut as close to the ground as practical, otherwise maximum stump height shall not exceed stump diameter; and for stumps ten or more inches in diameter, stumps shall not exceed 10 inches in height. For sales including cordwood products, trees shall be utilized to a four inch minimum top diameter. Title to tops shall remain with the Seller and may not be utilized by the Purchaser, or at the Purchaser's direction, unless otherwise specified in this Contract.

**19. WASTE.** The Purchaser agrees to complete all operations and performance as described in this Contract without waste or nuisance on the sale area, or any other property of the Seller, or adjoining land used in conjunction with the harvest, and use reasonable care not to damage trees not designated or marked for cutting. Young trees bent or held down by felled trees shall be promptly released.

**20. ZONE COMPLETION.** The Purchaser agrees to complete all operations on each portion of the sale area or each zone as designated on the sale area map, or other attachments or in the cutting requirements before beginning cutting in the next portion or zone, unless agreed to otherwise by the Seller.

**21. ROADS, LANDINGS, MILL SITES, CAMPSITES, EROSION CONTROL, BEST MANAGEMENT PRACTICES (BMPs).**

- a. When not otherwise designated by the Seller, the location of roads, landings, mill sites, and campsites on Seller's property are subject to advance approval and under the conditions established by the Seller. All restoration, clean-up or repair of roads, bridges, fences, gates, landings, mill sites, and campsites, or the cost of the clean-up, if not completed by the Purchaser to the reasonable satisfaction of the Seller, is the responsibility of the Purchaser.
- b. Logging debris accumulated at landing areas shall be scattered within the sale area to the reasonable satisfaction of the Seller.
- c. Berms constructed on the Seller's property shall be leveled to restore the area to the Seller's satisfaction unless they are constructed at the direction of the Seller under sub "d" (see below).
- d. Roads and landings shall be graded or closed upon the request of and to the Seller's satisfaction upon completion or termination of this Contract.
- e. Other restoration requirements (e.g., seeding, gravel, rutting, culvert removal, etc.): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- f. The Purchaser agrees to comply with the Best Management Practices (BMPs) guidelines as described in *Wisconsin's Forestry Best Management Practices for Water Quality* published by the Wisconsin Department of Natural Resources, publication FR-093. Identify BMPs of particular concern: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**22. OTHER APPROVALS.** Logging roads that intersect town, county or state roads, or highways must have the intersections approved by the proper authorities prior to construction, and cleared of all unsightly debris at the time of construction. The Purchaser agrees to apply for and obtain all approvals. The Purchaser also agrees to fully comply with all terms and conditions of intersection approvals.

<sup>7</sup> Mills may measure cordwood with a four inch trim allowance, resulting in 133 cubic feet.

**23. SURVEY MONUMENTS.** The Purchaser agrees to comply with S. 59.635, Wis. Stats., regarding perpetuation of landmarks, and pay for the cost of repair or replacement of property or land survey monuments or accessories which are removed, destroyed or made inaccessible.

**24. FOREST FIRE PREVENTION.** The Purchaser agrees to take reasonable precautions to prevent the start and spread of fires. Those precautions include, but are not limited to:

- a. A minimum of one fully charged five pound or larger ABC fire extinguisher with a flexible spout shall be carried on each off-road logging vehicle.
- b. All chainsaws and all non-turbocharged off-road logging equipment used in the operation shall be equipped with spark arrestors that have been approved by the U.S. Forest Service. Such arrestors may not be altered in any manner or removed, and shall be properly maintained.
- c. If a fire occurs, the Purchaser agrees to promptly report the fire and cooperate in the control and suppression of the fire.
- d. The Purchaser shall comply with requests regarding forest fire prevention and suppression made by the Seller, and take all reasonable precautions to prevent, suppress and report forest fires. Those requests may include ceasing or modifying operations.
- e. The Purchaser shall be responsible for damage and forest fire suppression costs, including that provided in SS. 26.14 and 26.21, Wis. Stats., caused by their operation under this Contract.
- f. Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**25. SLASH REMOVAL.** Slash as defined in S. 26.12, Wis. Stats., shall be disposed of as follows:

- a. Slash falling into any lake or stream, in a right-of-way or on land of an adjoining landowner shall be immediately removed from the waters, right-of-way or adjoining land. Tops from felled trees may not be left hanging in standing trees. All trees shall be completely felled and not left leaning or hanging in other trees.
- b. Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**26. CLEAN-UP AND USE OF SALE AREA.**

- a. The Purchaser shall remove equipment, tools, solid waste, and trash remaining on the sale area or Seller's property or adjoining land used in conjunction with the harvest upon completion of performance under this Contract, termination of this Contract due to breach by the Purchaser, or when requested by the Seller.
- b. No residence, dwelling, permanent structure, or improvement may be established or constructed on the sale area or other property of the Seller.

**27. HAZARDOUS MATERIALS.** The Purchaser agrees to properly use and dispose of all petroleum and hazardous products, including but not limited to oil, oil filters, grease cartridges, hydraulic fuel, and diesel fuel. Any on-site spillage must be properly reported, removed and cleaned up by the Purchaser in accordance with applicable statutes and rules of the State of Wisconsin.

**28. ADDITIONAL UTILIZATION AND OPERATION REQUIREMENTS AND INSTRUCTIONS:**

- a. Pine products that are harvested must be removed from the site within two weeks if cut between April 15 and August 15.
- b. Oak wilt prevention, where residual oak trees will be left, no cutting is allowed between April 15 and August 15.
- c. No trees or products over 16 feet in length may be skidded within the cutting area without written permission of the Seller.
- d. Other (If none, state None.): \_\_\_\_\_  
\_\_\_\_\_



### Notice of Intent To Cut and Compliance With Laws

- 29. THE SELLER/PURCHASER (SELECT ONE) SHALL FILE REQUIRED CUTTING NOTICES** and cutting reports to the responsible DNR forester for lands that are under the Forest Crop Law and Managed Forest Law programs.
- 30. THE SELLER/PURCHASER (SELECT ONE) SHALL FILE A DECLARATION ANNUALLY<sup>8</sup>** with the county clerk in any manner acceptable to the county of his or her intentions to cut forest products pursuant to section 26.03, Statutes, and comply with all other notice requirements, laws and ordinances with respect to work under this Contract.
- 31. THE SELLER AND PURCHASER SHALL WORK TOGETHER** on acquiring other necessary permits (such as wetland or stream crossing permits).

### Title, Boundary Lines, and Access

- 32. THE SELLER GUARANTEES TITLE** to the timber and to defend it against any and all claims, and to have the boundaries marked with paint or other suitable means before any timber is harvested.
- 33. THE SELLER AGREES TO SECURE ENTRY AND RIGHT-OF-WAY** to the Purchaser on and across the area covered by this Contract, including access via land owned by a third-party if necessary.

### Liability and Insurance

- 34. THE PURCHASER AGREES TO PROTECT, INDEMNIFY AND SAVE HARMLESS THE SELLER** and the Seller's employees and agents from and against all causes of action, claims, demands, suits, liability, or expense by reason of loss or damage to any property or bodily injury to any person, including death, as a direct or indirect result of timbering operations under this Contract, or in connection with any action or omission of the Purchaser, who shall defend the Seller in any cause of action or claim.
- 35. UNLESS THE PURCHASER IS EXEMPTED** by the Seller from this coverage requirement as an independent contractor, as defined in S. 102.07(8)(b), Stats., and as determined by the Seller based on an affidavit submitted to it, the Purchaser agrees to elect to maintain worker's compensation insurance coverage for the cutting operation under this Contract, and any and all employees engaged in cutting on the Seller's land during the period of this Contract regardless of any exemptions from coverage under Chapter 102, Wis. Stats. The Purchaser must provide an original certificate of insurance naming the Seller as a certificate holder so the insurance carrier can notify the Seller should the insurance expire.
- 36. THE PURCHASER AGREES TO FURNISH THE SELLER** with a certificate of public liability insurance covering the period of logging operations on the Seller's property for:
- a. \$1,000,000 single limit liability for personal injury, or \$1,000,000 bodily injury per person and \$1,000,000 per occurrence; and
  - b. \$100,000 property damage.

<sup>8</sup> County cutting notices expire by law on December 31 and so must be renewed annually.

General

- 37. THE PURCHASER IS AN INDEPENDENT CONTRACTOR** for all purposes including Worker's Compensation and is not an employee or agent of the Seller. The Seller agrees that the undersigned Purchaser, except as otherwise specifically provided herein, shall have the sole control of the method, hours worked, time, and manner of any timber cutting to be performed hereunder. The Seller reserves the right only to inspect the job site for the sole purpose of insuring that the cutting is progressing in compliance with the cutting practices established under this Contract. The Seller takes no responsibility for supervision or direction of the performance of any of the harvesting to be performed by the undersigned Purchaser or its employees. The Seller further agrees to exercise no control over the selection and dismissal of the Purchaser's employees.
- 38. THE SELLER AGREES TO** initially designate the timber to be sold, and may make inspections for the purposes of ascertaining whether the timber has been cut and the Contract has been complied with. All work shall be performed in a workman-like manner. Work shall be performed in accordance with the requirements of the Contract. The parties stipulate that in fulfillment of the terms of this timber sale Contract, the Seller warrants that the Seller has clear and unencumbered title to the stumpage subject to this Contract.
- 39. THIS CONTRACT OR WORK UNDER IT MAY NOT BE ASSIGNED OR SUBCONTRACTED** in part or in whole without prior written approval from the Seller, and may be changed or amended only in writing. The Purchaser agrees to notify the surety, if any, of any such change or amendment.
- 40. THIS CONTRACT**, together with specifications in the request for bids as well as reference to parts and attachments, shall constitute the entire agreement, and any previous communications or agreements pertaining to this Contract are hereby superseded. Any amendments to this Contract shall be in writing, signed and dated by both parties.
- 41. NEITHER PARTY SHALL BE LIABLE FOR DEFAULTS OR DELAYS DUE TO ACTS OF GOD OR THE PUBLIC ENEMY**, acts or demands of any government or governmental agency, strikes, fires, flood, accidents, or other unforeseeable causes beyond its control, and not due to its fault or negligence. Each party shall notify the other in writing of the cause of such delay within five days after the beginning thereof. If such uncontrollable circumstances continue for 30 days and prevent either party from complying with the terms of this agreement, either party shall have the option of terminating upon ten days notice to the other.
- 42. THIS CONTRACT** shall be governed by the laws of the State of Wisconsin. The Purchaser shall at all times comply with all federal, state, and local laws, ordinances, and regulations in effect during the Contract period.
- 43. CONTACT INFORMATION.** (Note: Separate from this form, the Seller and Purchaser are encouraged to provide one another with their Social Security Number or Federal Employer ID Number needed to file tax returns or other financial documents.)

**SELLER**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_

**PURCHASER**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_

We have read and understand this entire Contract comprised of \_\_\_\_\_ pages.

\_\_\_\_\_  
DATE  
\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
DATE  
\_\_\_\_\_  
SIGNATURE OF PURCHASER

## APPENDIX C: MFL ENTRY REVIEW CHECKLIST

Land Owner Name: \_\_\_\_\_ Order No: \_\_\_\_\_

### LAND ELIGIBILITY (ALL ANSWERS MUST BE TRUE):

	TRUE	FALSE
Each parcel is at least 10 contiguous acres.	<input type="checkbox"/>	<input type="checkbox"/>
Each parcel is at least 80 percent productive.	<input type="checkbox"/>	<input type="checkbox"/>
Land is not in a city.	<input type="checkbox"/>	<input type="checkbox"/>
Land is not part of a recorded plat.	<input type="checkbox"/>	<input type="checkbox"/>
Land meets width requirement (120 ft. or 4:1 ratio).	<input type="checkbox"/>	<input type="checkbox"/>

### ENTRY PACKET COMPLETE:

Check: ☐ Land Listing ☐ Map (original) ☐ Land Exam (original)  
☐ Plan (original) ☐ Other pertinent documents/letters  
☐ Complete application (including deeds, tax bills, other important documents submitted by landowner)

### APPLICATION (ORIGINAL):

	YES	NO	N/A
Original application (as received from Madison).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Signed by all owners listed on the deed(s) plus spouse(s) if applicable.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lien holder and life estate holder signature present.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Land contract holder signature present.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indicated if new entry or addition.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indicated choice of contract lengths.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indicated choice for open or closed acreage.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deed(s) represent the acreage being entered and includes 100 percent of ownership.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deed(s) show that all land being entered under same ownership.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
No timber cutting restrictions on deed, or appropriate steps taken.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### PLAN:

	YES	NO	N/A
Plan addresses everything on Plan Checklist.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Contract period correct.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
County and municipality listed correctly.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Legal description (Tn, Rng, Sec) matches land listing, land exam, and map.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Acreage (total) matches land listing, land exam, and map.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Addition: acres being added are clearly identified.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pages numbered and includes correct order number on all pages.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Landowner objectives completed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gypsy Moth consideration included.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NHI reviewed and mentioned.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
All landowner and spouse's signatures present and original.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Forester's signature present and original.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



<b>LAND LISTING:</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>
Contact landowner and address matches land exam.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
All owners names listed in owner/address block or further down on form (Other Owners).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Owners listed matches deed(s).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Order number matches on all pages of the entry packet.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Legal description (Tn, Rng, Sec, Descrip) matches land listing, land exam, and plan.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parcel I.D. numbers listed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Certified Survey Map listed if applicable (Lot, CSM Number, Vol, Page).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Description codes correct (see Handbook Appendix).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Acreage (open/closed/total) matches map, land exam, and plan.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Addition: clearly shows acres being added.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Using whole acres in each legal description, unless entering all of owner's land in the description -OR- the land being entered/excluded is surveyed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Denial code listed if entire entry is denied.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>MAP (ORIGINAL):</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>
1/2 inch blank margin at top, 1/2 inch clear margin on sides and bottom.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Neat, legible, and proper scale (8 inches = 1 mile).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
One section per map.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Non-standard sections: section corners and 1/4 corners identified.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Correct order number.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Correct county and municipality listed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Appropriate type, size and density for each stand.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Area(s) being entered highlighted with approved highlighter.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Adjoining lands identified.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Buildings, area excluded from entry, etc., are clearly identified.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Closed area identified and within acreage limits.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Acreage (open/closed/total) matches land listing, land exam, and plan.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Legal description (Tn, Ran, Sec, Descrip) matches land listing, land exam, and plan.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>LAND EXAM (ORIGINAL):</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>
Landowner information matches land listing (only contact landowner will be listed).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Correct order number.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Correct county and municipality listed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Legal description (Tn, Rng, Sec) matches land listing, land exam, and plan.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
One section per page.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Acreage (total) matches land listing, land exam, and plan.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
New entry or addition checked.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Landowner objective entered.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stand information complete.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scheduled practices and codes match the plan's stand description.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Non-productive acreage noted in remarks.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other important issues explained in remarks.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Forester's signature (original).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## APPENDIX D: PESTICIDE LAWS AND RULES

### Federal Laws

**Commercial Driver's License (CDL) Standards**, Code of Federal Regulations, Title 49, part 383.

**Comprehensive Environmental Response Compensation and Liability Act (CERCLA)**, Code of Federal Regulations, Title 40, parts 300-302. For information on CERCLA, call **800-424-9346**.

**Federal Insecticide, Fungicide and Rodenticide Act (FIFRA)**, Code of Federal Regulations, Title 40, parts 152-186. For information on FIFRA, call **703-305-5805**.

**Hazard Communication Standard (HCS)**, Code of Federal Regulations, Title 29, part 1910.1200. For information on HCS, call OSHA's regional office at **312-353-2220**.

**Hazardous Materials Transportation and Training**, Code of Federal Regulations, Title 49, parts 171-177. For information on hazardous material transportation or training requirements, call **202-366-6121**.

**Resource Conservation and Recovery Act (RCRA)**, Code of Federal Regulations, Title 40, parts 260-281. For information on RCRA, call **800-424-9346**.

**Superfund Amendments and Reauthorization Act (SARA)**, Code of Federal Regulations, Title 40, parts 350-372. For information on SARA, call **800-424-9346**.

**Workers Protection Standard (WPS) for Agricultural Pesticides**, Code of Federal Regulations, Title 40, part 170. For information on WPS, call **703-305-7666**.

### COPIES OF FEDERAL ACTS (EITHER COMPLETE CFR VOLUMES OR SINGLE COPIES OF DAILY FEDERAL REGISTERS) CAN BE PURCHASED FROM:

Superintendent of Documents  
U.S. Government Printing Office  
Washington, D.C. 20402  
Phone **202-512-1800**

### COMPLETE CFR VOLUMES ALSO CAN BE ACQUIRED FROM:

U.S. Government Bookstore  
Suite 150  
Reuss Federal Plaza  
310 West Wisconsin Avenue  
Milwaukee, WI 53203  
Phone **414-297-1304**

### State Laws

#### WISCONSIN DEPARTMENT OF TRADE AND CONSUMER PROTECTION

**Wisconsin Pesticide Law**, Wisconsin Statutes, sections 94.67-94.71.

**Pesticide Review Board and Pesticide Advisory Council**, Wisconsin Statutes, section 140.77.

**Wisconsin Groundwater Law**, Wisconsin Statutes, Chapter 160.

**Pesticide Use and Control**, Wisconsin Administrative Code, Chapter ATPC 29.

**Pesticide Product Restrictions**, Wisconsin Administrative Code, Chapter ATPC 30.

**Groundwater Regulatory Rule**, Wisconsin Administrative Code, Chapter ATPC 31.

**Pesticide Bulk Storage**, Wisconsin Administrative Code, Chapter ATPC 33.

Copies of the above laws are available from:  
Wisconsin Department of Agriculture  
Trade and Consumer Protection  
2811 Agriculture Drive  
PO Box 8911  
Madison, WI 53708-8911  
Phone **608-224-4500**

## **WISCONSIN DEPARTMENT OF NATURAL RESOURCES**

**Use of Pesticides on Land and Water Areas of the State of Wisconsin**, Wisconsin Administrative Code, Chapter NR 80.

**Aquatic Plant Management**, Wisconsin Administrative Code, Chapter NR 107.

**Implementation of Groundwater Quality Standards**, Wisconsin Administrative Code, Chapter NR 140.

**Hazardous Waste Management**, Wisconsin Administrative Code, Chapter NR 600 Series.

**Wisconsin Spill Law**, Wisconsin Statutes, Chapter 144.76.

**Hazardous Substances Discharge Notification and Source Confirmation Requirements**, Wisconsin Administrative Code, Chapter NR 706.

**Use of Pesticides to Control Wild Animals**, Wisconsin Statutes, sections 29.29, 29.596, and 29.60.

Copies of the above laws and rules are available from:  
Wisconsin Department of Administration  
Document Sales Unit  
PO Box 7840  
Madison, WI 53707-7840  
**Phone 608-266-3358**



## **WISCONSIN DEPARTMENT OF EMERGENCY GOVERNMENT**

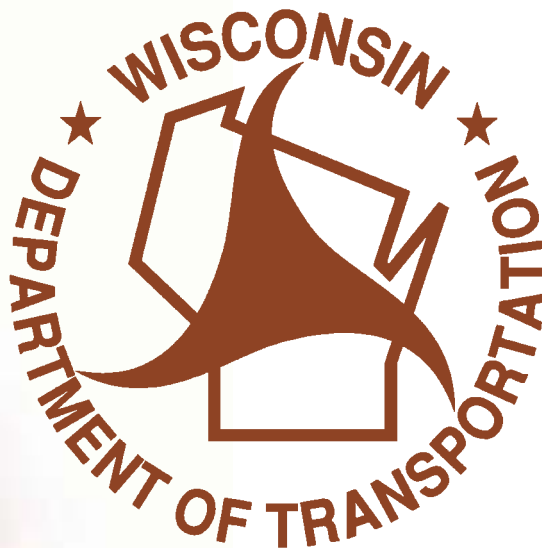
**Wisconsin SARA Law**, Wisconsin Statutes, sections 166.20-166.22.

A copy of this law is available from:  
Wisconsin Department of Emergency Government  
2400 Wright Street  
Madison, WI 53704  
**Phone 608-242-3232**

## **WISCONSIN DEPARTMENT OF TRANSPORTATION**

**Wisconsin Commercial Driver's License (CDL) Law**, Wisconsin Act 105.

A copy of the CDL manual is available from:  
Wisconsin Department of Transportation  
Division of Motor Vehicles  
Bureau of Driver Services  
PO Box 7917  
Madison, WI 53707-7917  
**Phone 608-266-2237**  
**Wisconsin CDL Hotline 800-242-2514**





## APPENDIX E: REGULATIONS RELATING TO FOREST MANAGEMENT AND WATER QUALITY

Below is a list of regulations relating to forest management and water quality that you should be aware of. Other regulations may also apply to your operations. For more information, contact a Wisconsin DNR water management specialist. This is only a summary of laws and their provisions for your information. Please refer to actual law for their complete requirements to assure compliance. Local zoning laws may be available at county zoning or DNR offices.

### Federal Laws

#### SECTION 404 OF THE CLEAN WATER ACT

Under section 404, the U.S. Army Corps of Engineers requires permits for the alteration of wetlands, and for the discharge of dredged or fill material into the waters of the United States (33 CFR 323.3) (Note: waters of the United States includes wetlands). There is a general exemption from section 404 for “normal farming, silvicultural, and ranching activities including plowing, seeding, cultivating, minor drainage, and harvesting for the production of food, fiber, and forest products, or upland soil and water conservation practices” (33 CFR 323.4). This is not a blanket exemption. There are 15 BMPs for “construction and maintenance of farm roads, forest roads, or temporary roads” These 15 BMPs are listed in Chapter 11: Forest Roads. This exemption also does not allow for activities that would convert a wetland from one use to another.

#### OCCUPATIONAL SAFETY AND HEALTH STANDARDS 29 CFR OSHA 1910.120 HAZWOPER

Hazardous waste operations and emergency response. Paragraph (q) covers competency levels people need to conduct various response actions to a spill.

### State Laws

#### WISCONSIN STATE STATUTES

##### Chapter 26, Stats. - Protection of Forest Lands

S. 26.03, Stats. - Cutting Forest Products. Requires that before any person cuts a forest product in any private forest, a cutting notice must be filed with the county clerk.

S.26.12(6), Stats. - Forest Protection Areas, Organization, Emergency Fire Wardens, County Cooperation, Setting Fire - Slash Disposal. All slash, which during the process of cutting timber or taking out other forest products, falls into or is deposited in any lake or stream or on the land of an adjoining owner, shall be immediately removed therefrom by the timber owner or cutting operator when in the opinion of the department such removal is in the public interest.

##### Chapter 28, Stats. - Public Forests

S. 28.05(1), Stats. - Timber Sales; State Forests. Requires that cutting shall be limited to trees marked or designated for cutting by a forester.

S. 28.11(6)(b)2, Stats. - Administration of County Forests. Requires that timber sale presale appraisal methods and procedures shall be approved by the Wisconsin DNR.

S. 28.21, Stats. - Municipal Forests. In a municipal forest registered with the Wisconsin DNR, no trees shall be cut except those marked or designated for cutting by a Wisconsin DNR forester.

##### Chapter 29, Stats. - Fish and Game

S. 29.601(3), Stats. - Noxious Substances. Regulates the deposit of deleterious substances, such as sand, stone, garbage, and sawdust, into navigable waters.

S. 29.604, Stats. - Endangered and Threatened Species Protected. No person shall take, transport, possess, process, or sell within this state any animal specified by the DNR's Endangered and Threatened Species List. In addition, it is illegal to remove, transport, carry away, cut, root up, sever, injure, or destroy a wild plant on the Wisconsin Endangered Species List on public lands. Forestry practices are exempted from the taking prohibitions of listed plant species.

##### Chapter 30, Stats. - Navigable Waters, Harbors and Navigation

This chapter requires permits or approvals from the state of Wisconsin for certain activities.

S. 30.12, Stats. - Permits to Place Certain Structures in Navigable Waters. This section regulates stream fords, which are usually gravel or concrete planks.

S. 30.123, Stats. - Bridge Construction and Maintenance. This section requires permits for construction and maintenance of bridges and culverts for crossings of navigable waters. A “bridge” means a structure to convey people, animals and vehicles over navigable waters, and includes pipe arches and culverts.

S. 30.18, Stats. - Diversion of Water from Lakes and Streams. This section requires a permit for diverting water from a stream.

S. 30.19, Stats. - Enlargement and Protection of Waterways or Constructing a Pond Within 500 Feet of the OHWM of a Navigable Waterway. This section requires a permit for grading and/or removal of top soil from the bank of any navigable water where the area exposed will exceed 10,000 square feet.

S. 30.195, Stats. - Changing of Stream Courses. Permits are required to change the course of or straighten a navigable stream.

S. 30.20, Stats. - Removal of Material from Beds of Navigable Waters. This section regulates the removal of material from the beds of navigable lakes, and both navigable and non-navigable streams.

S. 30.26, Stats. - Wild Rivers. This section designates certain rivers as wild rivers, thereby preserving them in a free flowing condition, and protecting them from development. It also directs the DNR to provide active leadership in the development of a practical management policy and to work with local governments, U.S. Forest Service, timber companies, county foresters, and private landowners in implementing land use practices to accomplish these management objectives.

S. 30.27, Stats. - Lower St. Croix River Preservation. This section codifies the “national wild and scenic river” designation to the Lower St. Croix River between the dam near St. Croix Falls and its confluence with the Mississippi River. This section also provides authority for the DNR to adopt guidelines and standards for local zoning ordinances in order to protect the banks, bluffs, and bluff tops of the Lower St. Croix River.

S. 30.29, Stats. - Operation of Motor Vehicles in Waters Prohibited. This section prohibits the operation of a motor vehicle in or on any navigable water or the

exposed bed of a navigable water. However, exempted activities include (1) agriculture activities (which includes forest management), and (2) operating a motor vehicle on the surface of any navigable water which is frozen.

Chapter 30.40 and 30.49, Stats - Lower Wisconsin State Riverway. S. 30.44(3), Stats. - Forestry. This section requires a permit for timber cutting and harvesting on land in the Lower Wisconsin State Riverway. The cutting and harvesting of timber shall comply with the rules regulating timber cutting and harvesting promulgated by the DNR under S. 30.42(1)(d) or by the Lower Wisconsin State Riverway Board under S. 30.43(3).

#### **Chapter 94, Stats. - Pesticides**

Regulates the Sale, Handling, and Use of Pesticides. For more information, refer to Chapter 14: Pesticide Use, or ATPC 29 Administrative Code - Pesticide Use and Control.

#### **Chapter 281, Stats. - Water and Sewage**

S. 281.20, Stats. - Department of Natural Resources, Powers and Duties.

(1)(a) This section states that the DNR, in consultation with the Department of Agriculture, Trade and Consumer Protection, may order or cause the abatement of pollution which the DNR has determined to be significant, and caused by a nonpoint source, as defined in S. 281.65(2)(b), including pollution which causes the violation of a water quality standard, and pollution which significantly impairs aquatic habitat or organisms.

(3)(a)1 If the DNR determines under sub. (1)(a) that significant pollution is caused by a nonpoint source, the department shall send a written notice of intent to issue an order to abate the pollution to the person whom the DNR determines to be responsible for the nonpoint source. The notice shall include a date by which that person is required to abate the pollution.

#### **Chapter 287, Stats. - Solid Waste**

S. 287.07(1m)(b), Stats.- Prohibits the dumping of waste oil on the ground. S. 287.15 defines waste oil as any oil after use or which is contaminated through storage or handling before that oil is recycled.



**Chapter 292, Stats. - Remedial Action**

S. 292.11, Stats. - Hazardous Substances Spills. This section requires that a person who causes the discharge of a hazardous substance to immediately notify state and local authorities unless the discharger holds a valid permit, and discharges the substances within the limits authorized by the permit. A hazardous substance is a substance which may pose a substantial present or potential hazard to human health or the environment because of its quantity, concentration or physical, chemical or infectious characteristics (292.01(5)). For more information, refer to Chapter 10: General Operational Guidelines or NR 158 Administrative Code - Contingency Plan for Emergency Actions in Response to the Discharge of Hazardous Substances.

**Chapter 348, Stats. - Vehicles: Size, Weight and Load**  
SS. 348.17, 349.15 and 349.16, Stats. - Special or Seasonal Weight Limitations. No person shall operate a vehicle in violation of special weight limitations imposed by state or local authorities on particular highways, highway structures, or portions of highways when signs have been erected giving notice of such weight limitations.

## **WISCONSIN ADMINISTRATIVE CODES (ADMINISTRATIVE RULES)**

### **Chapter ATP 29, Wis. Adm. Code - Pesticide Use and Control**

This code regulates the registration, licensing, certification, manufacturing, use, storage, and sale of pesticides in Wisconsin.

### **Chapter NR 27, Wis. Adm. Code - Endangered and Threatened Species**

Most forestry activities are exempted from regulations on impacts to endangered or threatened plant species. However, consideration for these species is encouraged by the DNR (per DNR NHI Screening Guidance). The presence of aquatic endangered species at stream crossings will be reviewed when applying for a stream crossing permit.

### **Chapter NR 37, Wis. Adm Code - Lower Wisconsin State Riverway Aesthetic Management Specifications for Cutting and Harvest of Timber**

The rules establish management specifications for timber harvesting in the Lower Wisconsin State Riverway to minimize impacts on the scenic beauty and natural value of the riverway.

NR.37.04, Wis. Adm. Code - Timber Management Cutting and Harvesting Specifications. This section limits timber cutting and harvesting to times where the ground is frozen or dry. Also, erosion bars or culverts will be installed as necessary to prevent erosion. Contact the Lower Wisconsin State Riverway Board, 202 North Wisconsin Street, PO Box 187, Muscoda, WI 53573. **Phone 800-221-3792.**

### **Chapter NR 103, Wis. Adm. Code - Water Quality Standards for Wetlands**

NR 103 establishes wetland water quality standards, criteria, and implementation procedures for the application of these standards. NR 103's qualitative standards are based on affects to wetland functional values. In addition, standards consider the need for a project to be located in a wetland (wetland dependency) and require the consideration of "practicable alternatives" to avoid wetland impacts. NR 103 applies to all Wisconsin DNR decisions in regulatory, planning, resource management, liaison, and financial aid determinations that may affect wetlands and require a water quality certification and determination. Note: The BMPs in Chapter 5: Riparian Areas and Wetlands and Chapter 11: Forest Roads DO NOT meet all NR 103 standards.

For forest management activities requiring state Chapter 30, or a federal section 404 permit, the state of Wisconsin must determine if the activity meets the wetland water quality standards in NR 103. If the activity does not meet NR 103 standards, then the Chapter 30 or section 404 permit can not be issued.

- Forest management activities on state lands must consider NR 103 standards.
- Forest management activities on private lands must comply with NR 103 when a Chapter 30, or section 404 permit is required. On private lands that do not require a permit, NR 103 standards are not required.
- Forest management activities on county lands must follow NR 103 standards: 1) when a Chapter 30 or section 404 permit is required, 2) for county forest 10-year comprehensive land use plans, and 3) for county forest withdrawals.



### **Chapter NR 115, Wis. Adm. Code - Wisconsin's Shoreland Management Program**

S. NR 115.05(3)(c), Wis. Adm. Code - Counties are required to adopt minimum standards for the cutting of trees and shrubbery in unincorporated areas to be included in county shoreland ordinances to protect the natural beauty, control erosion, and reduce the flow of effluents, sediments, and nutrients from the shoreland area. This section includes the following three restrictions:

- In the strip of land 35 feet wide inland from the ordinary high-water mark, no more than 30 feet in any 100 feet shall be clear cut.
- In shoreland areas more than 35 feet inland, trees and shrub cutting shall be governed by consideration of the effect on water quality, and consideration of sound forestry and soil conservation practices.
- The tree and shrubbery cutting regulations required by this paragraph shall not apply to the removal of dead, diseased or dying trees or shrubbery.

Many counties have adopted more protective regulations than required by Chapter NR 115.

Counties have the option to adopt language to allow submittal of a special cutting plan to allow greater cutting than permitted by the standards in Chapter NR 115. If a county has adopted this language, their shoreland zoning ordinance will authorize the Planning and Zoning Committee (PZC) or the Board of Adjustment (BOA) to issue conditional use permits or special exception permits to exceed the shoreland cutting regulations. The PZC or BOA may grant a permit only if it finds that the cutting plan will not cause undue erosion or destruction of scenic beauty. The cutting plan must also provide for substantial visual screening from the water of dwellings, accessory structures, and parking areas. If the plan calls for replacement planting, the county may require submission of a performance bond to guarantee performance of the replacement trees and shrubs. Not all counties have adopted this provision.

Counties are also required by Chapter NR 115 to limit permitted uses in shoreland-wetlands. Shoreland-wetlands are those wetlands, located within the shoreland zone, which are five acres in size or larger. Some counties regulate

shoreland-wetlands under five acres, and may also regulate isolated wetlands. Silvicultural activities are generally allowed in shoreland-wetlands provided precautions are taken in the construction and maintenance of logging roads. A zoning permit is required to construct logging roads in shoreland-wetlands.

It remains the responsibility of the logger or landowner to conform and comply with all zoning requirements.

### **Chapter NR 116, Wis. Adm. Code - Wisconsin's Floodplain Management Program**

Lands subject to hazards from the 100-year flood (also called the regional flood or the one percent chance flood) are mapped and regulated under county, city and village zoning ordinances. Chapter NR 116 does not have specific references to forest management practices, however, several sections do apply.

It is illegal to store logs and slash in the floodplain because they would be an obstruction to flood flow.

S. NR 116.12(1)(c), Wis. Adm. Code - States that municipalities shall prohibit the storage of materials that are buoyant, flammable, explosive, or injurious to human, animal, plant, fish, or other aquatic life in floodway areas (lands necessary to convey flood flows without obstruction, generally associated with moving water).

S. NR 116.12(2), Wis. Adm. Code - States that all uses and structures (for loggers this would generally refer to stream crossings or culverts) must pass the 100-year flood event without causing an increase of 0.01 feet or greater in the regional flood elevation. In the event they do not, easements may be required from affected upstream landowners for the increased flooding.

S. NR 116.13(6), Wis. Adm. Code - States that for flood fringe areas (floodplain areas outside of the floodway which are covered by flood water during the 100-year flood), the storage of any materials which are buoyant, flammable or explosive, or which in times of flooding could be injurious to property, water quality, or human, animal, plant, fish, or aquatic life, shall be either floodproofed or placed at or above the flood protection elevation. Adequate measures shall be taken to assure that these materials will not enter the river or stream during flooding.

**Chapter NR 117, Wis. Adm. Code - Wisconsin's City and Village Shoreland-Wetland Protection Program**

This Administrative Code requires cities and villages with wetlands greater than five acres in size in the shoreland-wetland zone, to adopt shoreland-wetland zoning ordinances. Some communities regulate shoreland-wetlands under five acres, and may also regulate isolated wetlands. Silvicultural practices are generally allowed in shoreland-wetlands provided precautions are taken in the construction and maintenance of logging roads. A zoning permit or conditional use permit may be required to construct logging roads in shoreland-wetlands. Cities and villages do have the option, however, to prohibit silvicultural activities.

It remains the responsibility of the logger or landowner to conform and comply with all zoning requirements. Contact your city or village for more information.

**Chapter NR 118, Wis. Adm. Code - Wisconsin's Lower St. Croix National Scenic Riverway Program**

This code prescribes minimum development standards for the Wisconsin side of the Lower St. Croix Riverway. The regulations guide development away from sensitive areas such as shorelines, wetlands, steep slopes, and unstable soils.

S. NR 118.06(11), Wis. Adm. Code - States that on lands within 200 feet of the ordinary high-water mark, and 40 feet landward of the bluffline, removal of trees and shrubs is not permitted. However, the removal of diseased or damaged trees, the pruning of trees, cutting of shrubs or grasses, or harvesting of non-wood fiber crops is allowed. Also, forestry practices are allowed on Woodland Tax Law or Forest Crop Law lands as long as it is done in a manner that protects the scenic beauty of the river. Vegetative cutting elsewhere in the Lower St. Croix River District may be conducted only where it is accessory to a permitted or conditionally permitted activity.

S. NR 118.06(12), Wis. Adm. Code - Grading and filling of the natural topography in excess of that normally required for the construction of a structure or for normal yard maintenance must comply with applicable state laws.

The application for a permit must include a detailed plan and schedule of the earth moving activities including a plan that shows 1) how vegetative cover will be re-established, 2) at what density, and 3) within what timeframe.

Some municipalities have ordinances meeting or exceeding the state minimum standards.

**Chapter NR 158, Wis. Adm. Code - Notification of the Discharge of Hazardous Substances**

S. NR 158.05, Wis. Adm. Code - Discovery and Notification Requirements. The discharger of a hazardous substance shall immediately notify the department or the designated statewide 24-hour emergency number provided by the Division of Emergency Government. The discharger shall immediately initiate actions necessary to halt the discharge, and to restore the environment to the extent practical, and shall minimize the harmful effects from any discharge to the air, lands or waters of the state.

**Chapter NR 302, Wis. Adm. Code - Management of Wisconsin's Wild Rivers**

This Administrative Code protects three legislatively designated wild rivers from development – the Pike River in Marinette County, the Pine River in Florence and Forest Counties, and the Popple River in Florence and Forest Counties. Section NR 302.03(1)(e) states that on lands owned by or under control of the DNR by lease, easement or agreement, timber harvesting is not permitted within 150 feet of the bank on either side of the wild river, except as necessary for erosion control or natural restoration. Beyond 150 feet, timber cutting in accord with guidelines established in the Wisconsin DNR *Silviculture and Forest Aesthetics Handbook*, 2431.5, shall be practiced.

**Chapter NR 320, Wis. Adm. Code - Bridges In or Over Navigable Waterways**

This code includes provisions to protect water quality from the construction and maintenance of bridges, including those used for forest roads. Erosion control, floodflow, clearance, and navigation requirements are addressed.



## APPENDIX F: PERMITS

In addition to the BMPs described in this manual, you should be aware of existing municipal, county, state, and federal regulations relating to forest management and water quality. Many of these regulations are listed in Appendix E: Regulations (see page 279). Other laws and regulations may apply. Appendix F summarizes several permits related to the regulations in Appendix E. For more information, contact your county zoning office or a Wisconsin DNR water management specialist when conducting forest management activities near streams, lakes, or wetlands.

Legal definitions of a lake, a stream (intermittent and perennial), navigability, and ordinary high-water mark are listed in Chapter 5: Riparian Areas and Wetlands and in the Glossary.

### Permits for Water Quality

Several regulations in Appendix E state that certain operations in or near streams, lakes, floodplains, or wetlands require a permit. If you are planning an activity near a waterbody or wetland, investigate the need for a permit at least 90 DAYS in advance of the activity.

### STREAM CROSSINGS

A stream crossing permit is required to construct a ford or install a culvert or bridge across a navigable perennial or intermittent stream (Chapter 30, Wis. Stats.). When planning to construct a stream crossing – or modify, repair, or expand an existing stream crossing – call a water management specialist at the Wisconsin DNR for information, and to apply for a permit. For stream crossings that are not designed to pass the 100-year flood without causing backwater, you will need to obtain flooding easements from affected upstream property owners.

### GRADING

Grading and/or removal of top soil from the bank (see the Glossary) of any navigable stream, lake or other body of navigable water where the area exposed will exceed 10,000 square feet requires a Chapter 30 permit. Call a water management specialist at a Wisconsin DNR office to apply for a permit. Also, check with your county zoning office for local grading and excavation permits that may be required. County zoning may require permits for exposed areas less than 10,000 square feet.

### WETLANDS AND FLOODPLAINS

Activities in wetlands and floodplains are often subject to municipal, county, state, and federal regulations and permit requirements. Your sequence of contacts when you suspect your project may involve a wetland or floodplain, and want to know what regulations apply is: 1) your county zoning office, 2) a Wisconsin DNR water management specialist, and 3) the U.S. Army Corps of Engineers.

Maps from the Wisconsin Wetland Inventory (see the Resource Directory for contact information) can help you make a preliminary determination as to whether your project will affect wetlands. Wisconsin Wetland Inventory maps may be reviewed at DNR offices and county or municipal zoning offices or purchased from the Wisconsin Geological and Natural History Survey.

### TIMBER HARVESTING NEAR WATER

All cutting practices near lakes and navigable streams (i.e., generally within 100 feet) must be consistent with local county shoreland zoning ordinances. A special exception permit or conditional use permit may be required. Contact your local county zoning office for more information before harvesting near shoreland.

### Other Permits

#### TIMBER HARVESTING

Before harvesting timber on private land, a cutting notice must be filed with the County Clerk in the county in which the harvesting occurs (S. 26.03 Wis. State Stats.). In addition, if land is entered under the Forest Crop Law or Managed Forest Law, you must file a notice of intent to cut with the Wisconsin DNR prior to harvesting.

Before timber may be harvested on county forest land, the DNR must be notified (S. 28.11(6)(b)2 Wis. Stats.). On municipal forests registered with the DNR, only trees marked for cutting by a Wisconsin DNR forester may be cut (S. 28.21 Wis. Stats.).

#### BURNING PERMITS

If you plan to conduct any open burning (i.e., slash, bark, debris), contact the Wisconsin DNR or local municipal fire authorities to determine (1) if a burning permit is required, and (2) to apply for a permit, if necessary.

## APPENDIX G: CITED REFERENCES

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